

Monsanto

Monsanto Chemical Company
800 N. Lindbergh Boulevard
St. Louis, Missouri 63167
Phone: (314) 694-1000

September 5, 1986

*EVE - Forest Products
34th floor
CHK*

Mr. K. L. Hagan, Sr.
Assistant Vice President
Burlington Northern Railroad
3400 Continental Plaza
777 Main Street
Fort Worth, TX 76102

Dear Mr. King:

Monsanto Company, with general offices at 800 North Lindbergh Boulevard, St. Louis, Missouri 63167 ("Monsanto"), and Rhone-Poulenc, Inc., with general offices at Monmouth Junction, New Jersey 08852 ("Rhone-Poulenc"), have signed an agreement in principle relating to the sale by Monsanto to Rhone-Poulenc of Monsanto's vanillin business which includes its Seattle, Washington, Plant.

The closing of this sale is expected to become effective on or about October 1, 1986. As part of this sale, Monsanto intends to assign and transfer to Rhone-Poulenc, effective as of its closing, all of its right, title and interest, accruing on and after such closing, in and to the following contracts between Monsanto and you (the "Contracts"):

- o Contract ICC-BN-C-4223, Sulfate Black Liquor Skimmings, Seattle, Washington, to Lewiston, Idaho.
- o Contract ICC-BN-C-2125, Vanillin Black Liquor, Seattle, Washington, to American, Oregon.

Monsanto requests that you consent to the assignment of the Contracts to Rhone-Poulenc under the following terms and conditions:

1. The assignment of the Contracts and your consent thereto will become effective only if Monsanto consummates the sale of the vanillin business to Rhone-Poulenc and, in such event, such assignment and your consent shall become effective upon the closing of said sale.
2. In the event of such assignment, Rhone-Poulenc agrees to observe, keep and perform all of Monsanto's covenants and obligations under the Contracts accruing on and after the closing of said sale.

VAULT COPY
Return to Office
of the Secretary

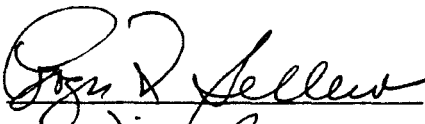
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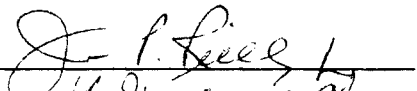
Please indicate your consent by signing and returning two copies of this letter to Monsanto at the above address by no later than September 24, 1986. Thank you for your cooperation in this matter.

Very truly yours,

MONSANTO COMPANY


By 
Title Dir., Commercial

RHONE-POULENC, INC.

By 
Title V.P. & Gen. Counsel

Burlington Northern Railroad hereby consents to the assignment of the Contracts by Monsanto to Rhone-Poulenc conditioned upon and effective as of the closing of the sale by Monsanto of its vanillin business to Rhone Poulenc.

BURLINGTON NORTHERN RAILROAD

By 
Title Gen. Mgr.
Date 10/2/86

RER:jmt

ASSIGN13

AMENDMENT TO TRANSPORTATION CONTRACT ICC BN C-4223

This First Amendment, pursuant to 49 U.S.C. §10713, is made this _____ day of _____, 1986, by and between Burlington Northern Railroad Company and Monsanto Company and Rhone-Poulenc, Inc.

WITNESSETH, THAT:

WHEREAS, the above parties are signatories to a Transportation Contract dated November 20, 1985, ICC BN C-4223; and

WHEREAS, the parties desire to amend the Parties to the Contract.

NOW, THEREFORE, in consideration of the premises, covenants and provisions set out herein, the parties hereto agree as follows:

1. To amend original Contract by eliminating "Monsanto Company" whenever it appears in the Contract and replace it with "Rhone-Poulenc"

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AMENDMENT TO TRANSPORTATION CONTRACT ICC BN C-4223 (continued)

2. This Amendment, with respect to regulated traffic involved herein, will become effective on the date this Amendment is filed with the ICC, subject to 49 C.F.R. §1039.2. If the ICC disapproves or rejects this Amendment, the disapproved regulated portion will be null and void and severed from the Amendment. This Amendment, with respect to deregulated traffic involved herein, will become effective concurrent with the effective date of the regulated portion.
3. Nothing in this Amendment shall alter the rights or obligations of the parties, except as specifically provided for in Paragraph 1 above. The terms and conditions of the Amendment will only apply to shipments tendered on or subsequent to the effective date of this Amendment.

AMENDMENT TO TRANSPORTATION CONTRACT ICC BN C-4223 (continued)

Intending to be legally bound, the parties have caused this Amendment to be executed by their duly authorized respective representatives.

BURLINGTON NORTHERN RAILROAD COMPANY RHONE-POULENC, INC.

By: _____ By: _____

MONSANTO COMPANY

By: 